

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS – HOUSTON DIVISION

MAYA SPECIAL MARITIME ENTERPRISE

Plaintiff,

C.A. NO. 4:13-cv-01871

Versus

Tug M.L. CROCHET, her engines, tackle,
appurtenances, etc., *in rem*, CROCHET BOAT
COMPANY, *in personam*, and D&S MARINE
SERVICE, L.L.C., *in personam*

ANSWER TO VERIFIED COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Defendants, Tug M.L. CROCHET, her engines, tackle, appurtenances, etc., *in rem*, CROCHET BOAT COMPANY, *in personam*, and D&S MARINE SERVICE, LLC, *in personam*, (collectively referred to as “D&S Marine Group”), who answer Plaintiff’s Complaint as follows:

FIRST DEFENSE

This Complaint fails to state a claim upon which relief can be granted.

AND NOW, answering the Plaintiff’s numbered paragraphs, avers as follows:

1.

The allegations contained in Paragraph 1 of Plaintiff’s Original Verified Complaint are admitted.

2.

The allegations contained in Paragraph 2 of Plaintiff's Original Verified Complaint are admitted, except that the M.L. CROCHET may be in and out of the jurisdiction.

3.

The allegations contained in Paragraph 3 of Plaintiff's Original Verified Complaint are denied for lack of sufficient information to justify a belief therein.

4.

The allegations contained in Paragraph 4 of Plaintiff's Original Verified Complaint are admitted.

5.

The allegations contained in Paragraph 5 of Plaintiff's Original Verified Complaint are admitted.

6.

The allegations contained in Paragraph 6 of Plaintiff's Original Verified Complaint are admitted.

7.

The allegations contained in Paragraph 7 of Plaintiff's Original Verified Complaint are denied for lack of sufficient information to justify a belief therein.

8.

The allegations contained in Paragraph 8 of Plaintiff's Original Verified Complaint are denied for lack of sufficient information to justify a belief therein.

9.

The allegations contained in Paragraph 9 (mistakenly numbered as 12) of Plaintiff's Original Verified Complaint are denied.

10.

The allegations contained in Paragraph 10 (mistakenly numbered as 13) of Plaintiff's Original Verified Complaint are denied.

11.

The allegations contained in Paragraph 11 (mistakenly numbered as 14) of Plaintiff's Original Verified Complaint are denied.

12.

The allegations contained in Paragraph 12 (mistakenly numbered as 15) of Plaintiff's Original Verified Complaint are denied.

13.

The allegations contained in Paragraph 13 (mistakenly numbered as 16) of Plaintiff's Original Verified Complaint are denied.

14.

The allegations contained in Paragraph 14 (mistakenly numbered as 17) of Plaintiff's Original Verified Complaint are denied.

15.

The allegations contained in Paragraph 15 (mistakenly numbered as 18) of Plaintiff's Original Verified Complaint are denied.

16.

The allegations contained in Paragraph 16 (mistakenly numbered as 19) of Plaintiff's Original Verified Complaint do not require an answer but in an abundance of caution, should these allegations require an answer, same are denied.

17.

The allegations contained in Paragraph 17 (mistakenly numbered as 20) of Plaintiff's Original Verified Complaint do not require an answer but in an abundance of caution, should these allegations require an answer, same are denied.

18.

AND NOW, FURTHER ANSWERING, D&S MARINE GROUP pleads limitation of liability as a defense as no acts of fault were within the privity and knowledge of owners or management.

19.

STILL FURTHER ANSWERING, D&S MARINE GROUP avers that the collision was caused by the unseaworthiness of the MINERVA MAYA and by the sole negligence of Plaintiff, the vessel, its crew and pilots for failing to follow the general navigational Rules of the Road, failing to station proper lookouts, failing to take into consideration sea conditions and weather conditions, failing to have competent and qualified crewmembers onboard to evaluate the gravity of the situation and other acts of negligence which will be established through discovery and at trial. All of these acts of negligence and unseaworthiness were within the privity and knowledge of Plaintiff's owners and/or management.

20.

WHEREFORE, Defendants, Tug M.L. CROCHET, her engines, tackle, appurtenances, etc., *in rem*, CROCHET BOAT COMPANY, *in personam*, and D&S MARINE SERVICE, LLC, *in personam*, pray that this Answer be deemed good and sufficient and that after due proceedings are had, that there be judgment rendered in their favor and against Plaintiff, Maya Special Maritime Enterprise, dismissing this Complaint, each party to bear their own costs, and for all general and equitable relief.

Respectfully submitted,

/s/ Jefferson R. Tillery

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Attorneys for D&S Marine Service, L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing document has been forwarded to all counsel of record by electronic filing and/or depositing a copy of same in the U. S. mail, postage prepaid and properly addressed this 3rd day of October, 2013.

/s/ Jefferson R. Tillery

JEFFERSON R. TILLERY